

STIP

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Attorney for Plaintiffs

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

Thomas Thatcher Schemkes, James Hammond)	Case No.: <u>2:09-CV-1100-GMN-PAL</u>
Individually And On Behalf Of Others)	
Similarly Situated,)	
Plaintiffs,)	STIPULATED JUDGMENT
vs.)	
CLS Nevada, LLC; a Delaware Corporation,)	
doing business as CLS Transportation, Las)	
Vegas,)	Judge: <u>Hon. Gloria M. Navarro</u>
Defendant.)	Magistrate Judge: <u>Hon. Peggy A. Leen</u>

STIPULATED JUDGMENT

1 A. STATEMENT OF JUDGMENT

2 CLS NEVADA, LLC d/b/a CLS TRANSPORTATION LAS VEGAS, a Delaware
3 limited liability company (hereinafter, "Defendant") hereby allow judgment in favor of Plaintiffs
4 Thomas Thatcher Schemkes, James Hammond, individually and on behalf of others similarly
5 situated (hereinafter "Plaintiffs") in the principal sum of Three Hundred Thousand Dollars
6 (\$300,000.00), and authorizes the entry of judgment against the Defendant in said sum.

7 This Stipulated Judgment is for alleged unpaid minimum wage and overtime payments
8 under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*, to Plaintiffs, and arises
9 upon the following facts, to wit:

10 Defendant paid its Plaintiffs and other similarly situated limousine drivers on a
11 commission basis. Defendant hereby agrees to settle this case for a sum of Three Hundred
12 Thousand Dollars (\$300,000.00). Defendant does not admit the violation of any laws.

13
14 B. AGREEMENT BETWEEN PARTIES TO PAYMENT OF THE JUDGMENT
15 AMOUNT.

16 Notwithstanding anything contained in subsection A to the contrary, the parties hereto
17 have agreed to fully compromise and settle this matter for the total payment of Three Hundred
18 Thousand Dollars (\$300,000.00), in monthly installments in the amount of Five Thousand
19 Dollars (\$5,000.00), commencing on June 1, 2012 and continuing on the first (1st) day of each
20 month thereafter until the judgment balance is satisfied.

21 Within 30 days after Approval of the Settlement by the Court, the Defendant shall
22 establish a Qualified Settlement Fund Account in a financial institution, agreed on by the
23 Plaintiffs' and Defendant's Counsel, and thereafter perform all Trustee duties required for the
24 operation of the Qualified Settlement Fund Account. Within 30 days of the Approval of the
25 Settlement, CLS shall deposit the first installment of \$5000.00 in that account, and shall

1 subsequently deposit \$5000.00 each month until the total Settlement Amount of \$300,000.00 is
2 deposited.

3 Defendant shall be afforded a five (5) day grace period for each monthly payment. In the
4 event that any payment is more than five (5) days late, the entire outstanding balance of the
5 judgment shall become immediately due and owing, and the Judgment may be filed with the
6 Court. Prior to filing the Judgment, there shall be at least five (5) days written notice of
7 delinquency given to the Defendant and its counsel, as listed below:

8
9 Archie Granata, CFO
10 CLS Nevada, LLC
11 10115 S. Valley View Blvd.
Las Vegas, NV 89141

12 Gary G Branton
13 Branton Law Office
14 312 S. Jones Blvd.
15 Las Vegas, NV 89107
16 Tel: 702-395-0320
17 Fax: 702-395-1871
18 Email: gary@garybrantonlaw.com

19 Norman H. Kirshman
20 Norman H. Kirshman PC
21 700 South Third Street
22 Las Vegas, NV 89101
23 Tel: (702) 382-5210
24 Fax: 702-366-0424
25 Email: kirshmanlaw@yahoo.com

21 The five (5) day grace period shall begin to toll the date after sending such Notice to
22 Defendant and their current counsel. In no event shall Defendant be deemed in default of this
23 Agreement, with respect to failing to make any payments referenced herein, until the Defendants
24 fails to make a payment within the five (5) day grace period.

Should the Defendant fail to make any payments as described herein, a default in this Agreement will have occurred. Upon such a default which remains uncured after the five (5) day grace period, Plaintiffs will be free to file and record this Stipulated Judgment, which shall act as a Judgment against the Defendants in the amount of Three Hundred Thousand Dollars (\$300,000.00), less any payments already made by the Defendant to the Plaintiffs, pursuant to this Agreement. As an additional penalty, Defendant shall be responsible to pay ten percent (10%) interest per month upon the unpaid portion of the Stipulated Judgment, until the Stipulated Judgment is fully satisfied.

Upon faithful completion of the payments described herein, Plaintiffs shall return this Stipulated Judgment to the Defendant unfiled and unrecorded.

Dated: This 7th day of May, 2012.

Dated: This 7th day of May, 2012.

/s/Norman Kirshman

NORMAN KIRSHMAN

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/s/Archie Granata

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